

**SECOND AMENDMENT TO  
CONSULTANT AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
BLACK & VEATCH CORPORATION**

This AMENDMENT TO AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 ("Effective Date"), by the CITY OF SAN JOSE ("CITY"), a municipal corporation, and Black & Veatch Corporation, a Delaware corporation ("CONSULTANT"), which Effective Date is the date CITY has executed the same.

**RECITALS**

**WHEREAS**, on March 25, 2008, CITY and CONSULTANT entered into an agreement entitled "MASTER AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF SAN JOSE AND BLACK & VEATCH CORPORATION FOR WATER POLLUTION CONTROL PLANT CAPITAL PROJECT ENGINEERING SERVICES" ("AGREEMENT"); and

**WHEREAS**, on July 21, 2010, CITY and CONSULTANT entered into a First Amendment to the AGREEMENT to increase the amount of total compensation allowed; and

**WHEREAS**, CITY and CONSULTANT desire to further amend the amended AGREEMENT to to extend the term;

NOW, THEREFORE, the parties agree to further amend the AGREEMENT as follows:

**SECTION 1.** SECTION 2, "TERM OF AGREEMENT" is amended to read as follows:

"The term of this AGREEMENT shall be from March 25, 2008 to June 30, 2015, inclusive, subject to the provisions of Section 12 of this AGREEMENT."

**SECTION 2.** EXHIBIT C, "SCHEDULE OF PERFORMANCE" is amended to read as shown in REVISED EXHIBIT C, attached and incorporated into this Amendment.

**SECTION 3.** REVISED EXHIBIT D, "COMPENSATION" is amended to read as shown in SECOND REVISED EXHIBIT C, attached and incorporated into this Amendment.

**SECTION 4.** All of the terms and conditions of the amended AGREEMENT not specifically modified by this Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

APPROVED AS TO FORM:

“CITY”

CITY OF SAN JOSE, a municipal  
corporation

---

Senior Deputy City Attorney

By \_\_\_\_\_  
Name: TONI J. TABER, CMC  
Title: Acting City Clerk

“CONSULTANT”

BLACK & VEATCH CORPORATION,  
a Delaware corporation

By \_\_\_\_\_  
Name:  
Title:

**REVISED EXHIBIT C**  
**SCHEDULE OF PERFORMANCE**

Work shall be initiated on an as-needed basis at the request of CITY, and work shall be performed pursuant to details defined in each specific Service Order, as set forth in EXHIBIT B of this AGREEMENT. Time is of the essence in performance of this AGREEMENT. The estimated time for completion is June 30, 2015.

At the discretion of CITY, the term and/or schedule of performance of this AGREEMENT may be extended for up to six (6) months in order to complete the specific project work that is authorized by a Service Order issued by CITY within the term of the AGREEMENT. Extension of the term and/or schedule of performance of the AGREEMENT shall be accomplished only by written authorization of the Director of Environmental Services or the Director's designee, and only in the event that no other provision of this AGREEMENT is modified.

## **SECOND REVISED EXHIBIT D**

### **COMPENSATION**

#### **Section 1. Maximum Compensation for Master Agreement.**

**Maximum Amount:** The maximum amount of compensation the CITY will pay to the CONSULTANT under this Master Agreement, including both payment for professional services and reimbursable expenses, shall not exceed Four Million Dollars (\$4,000,000). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation shall be at no cost to the CITY.

**Manner of Payment:** Each Service Order will set forth whether the CITY will pay the CONSULTANT for work performed under such Service Order on a lump sum basis or on an hourly basis. Section 2 of this Exhibit applies to each Service Order where the CITY will pay the CONSULTANT a lump sum for the work performed. Section 3 of this Exhibit applies to all Service Orders where the CITY will pay the CONSULTANT on an hourly basis for the work performed.

#### **Section 2. Lump Sum Payment.**

- 2.1 Lump Sum Amount:** The Service Order shall specify the lump sum amount the CITY will pay the CONSULTANT for performing the required work. The lump sum amount compensates the CONSULTANT for all its costs necessary to complete the work, including professional services and reimbursable expenses. CONSULTANT shall complete all work set forth in the Service Order for the lump sum amount.
- 2.2 Progress Payments:** The Service Order may provide for the CITY to pay the lump sum amount by making progress payments. Under such circumstances, the Service Order shall specify appropriate milestones and the amount payable upon successful completion of each milestone. Upon completion of a milestone to the DIRECTOR's satisfaction, the CONSULTANT shall invoice the CITY for the appropriate progress payment. The CITY will make the appropriate progress payment to the CONSULTANT within thirty (30) days of the DIRECTOR's approval of the CONSULTANT's invoice.
- 2.3 Lump-Sum Payment:** If the Service Order does not provide for the CITY to make progress payments, then the CITY shall make a single, lump-sum payment to the CONSULTANT upon completion of all the work to the DIRECTOR's satisfaction. Upon completion of the work, the CITY shall pay the lump-sum amount within thirty (30) days of the DIRECTOR's approval on the CONSULTANT's invoice.

### Section 3. Payment Based on Hourly Rates.

- 3.1** Maximum compensation: The Service Order shall specify the maximum amount of compensation for the work, including both payments for professional services and reimbursable expenses. The CONSULTANT shall complete all work it is required to perform under the Service Order for no more than the specified maximum amount. Any hours worked for which payment would result in a total exceeding this maximum amount shall be at no cost to the CITY.
- 3.2** Budget: If the Service Order itemizes budget amounts for any phase or category of work, then CONSULTANT shall not exceed such itemized amount without the DIRECTOR's prior written authorization. The DIRECTOR may approve, in writing, transfers of budget amounts between any of the phases or categories of work listed in the Service Order, provided the aggregate total compensation does not exceed the maximum compensation.
- 3.3** Hourly Rates: Effective for all Service Orders executed after the Effective Date, CITY will compensate CONSULTANT at the hourly rates shown below in the Schedule of Charges. These rates shall remain in effect for the duration of the Term of Agreement.

Any rates for positions not included in the Schedule of Charges must be approved, in writing, in advance by the DIRECTOR.

- 3.4** Reimbursable Expenses: Effective for all Service Orders executed after the Effective Date, CITY will reimburse for expenses subject to the following:

Each Service Order will specify the maximum amount of expenses the CITY will reimburse the CONSULTANT, including subconsultant compensation and expenses. The CITY will reimburse subconsultant compensation and expenses at actual cost plus five percent (5%); all other expenses shall be reimbursed at cost. Any expense the CONSULTANT incurs beyond the specified amount is at no cost to the CITY.

The Schedule of Charges includes all customary office direct costs and local (i.e. non-Bay Area) travel expenses. Eligible reimbursement includes only: i) subconsultant expenses and charges at the hourly rates shown below plus five percent (5%), ii) outside printing for reports, plans, and specifications at cost, and iii) non-Bay Area travel expenses, as described below. No other expenses are reimbursable unless the DIRECTOR has preapproved, in writing, such expenses.

- 3.5** Non-Bay Area Travel Expenses: Travel expenses (i.e., air travel, lodging, car rental and meals) for non-Bay Area CONSULTANT staff assigned to this Project shall be subject to the following per diem rates and limits:

- Airfare shall be reimbursed at the cost of Coach Class only. Business Class or First Class travel costs exceeding the Coach Class fare shall be at no additional cost to the CITY.
- The maximum allowable lodging rate shall be one-hundred fifty dollars (\$150) per night, exclusive of taxes. The CITY may increase this amount if the CONSULTANT submits written, verifiable justification and approval is granted by the DIRECTOR, or the DIRECTOR's authorized representative, prior to the commencement of travel.
- The maximum allowable rate for rental car expenses, including applicable taxes, fees and fuel, shall be eighty-five dollars (\$85) per day.
- The maximum allowable rate for meals and incidental expenses, including applicable taxes and gratuities, shall be sixty dollars (\$60) per day. Reimbursement for alcoholic beverages or entertainment shall not be permitted.
- The maximum allowable rate for mileage expenses will be the current IRS standard mileage rate.

**3.6** Invoice: Every month the CONSULTANT shall invoice the CITY for work performed during the immediately previous month. The monthly invoice shall set forth for the relevant invoice period, a detailed description of the work completed, the number of hours worked and the applicable hourly rates, a detailed description of the reimbursable expenses incurred and the amount of such expenses, and documents supporting the reimbursable expenses. The invoice shall also show the total to be paid for the invoice and the balance of maximum compensation for remaining work on the Service Order.

**SCHEDULE OF CHARGES**

**CONSULTANT**

**ENGINEERS**

| <b>ASCE<br/>Grade</b> | <b>Job Classification</b>   | <b>Hourly Rate</b> |
|-----------------------|---|--------------------|
| I                     | Engineering Aide<br>Engineer I<br>Staff Engineer I<br>Assistant Professional  | \$101              |
| II                    | Engineer II<br>Staff Engineer II  | \$125              |
| III                   | Engineer III<br>Associate Engineer<br>Professional  | \$142              |
| IV                    | Engineer IV<br>Senior Engineer<br>Project Engineer<br>Proj. Professional  | \$164              |
| V                     | Engineer V<br>Principal Engineer<br>Project Manager   | \$176              |
| VI                    | Engineer VI<br>Supervising Engineer<br>Sr. Project Manager<br>Lead Proj. Professional   | \$192              |
| VII                   | Engineer VII<br>Managing Engineer<br>Principal Proj. Manager<br>Senior Professional   | \$211              |
| VIII                  | Engineer VIII<br>Executive Engineer   | \$221              |
| IX                    | Engineer IX<br>Chief Engineer<br>Principal-in-Charge<br>Project Director<br>Vice President<br>Program Manager<br>Sr. Process Professional | \$230              |



## TECHNICIANS

| <b>Job Classification</b>  | <b>Hourly Rate</b> |
|--|--------------------|
| Engineering Technician I<br>Drafter Trainee<br>Technical I<br>Engineering Tech Aide<br>Technician      | \$68               |
| Engineering Technician II<br>Assistant Drafter<br>Technical 2<br>Engineering Tech 1                    | \$77               |
| Engineering Technician III<br>Drafter<br>Technical 3<br>Engineering Tech 2                             | \$91               |
| Engineering Technician IV<br>Senior Drafter<br>Technical 4<br>Engineering Tech 3                       | \$101              |
| Engineering Technician V<br>Designer<br>Technical 5<br>Engineering Tech 4                              | \$115              |
| Engineering Technician VI<br>Senior Designer<br>Technical 6<br>Engineering Tech 5<br>Senior Technician | \$130              |
| Engineering Technician VII<br>Principal Designer<br>Technical 7  | \$144              |

## ADMINISTRATIVE STAFF

| <b>Job Classification</b>                   | <b>Hourly Rate</b> |
|---|--------------------|
| Word Processing / Clerical                  | \$82 - \$106       |
| Contract Administrator /<br>Project Support | \$87 - \$115       |

BEYAZ & PATEL, INC.

| <u>Classification</u> | <u>Hourly Rate</u> |
|-----------------------|--------------------|
| Professional          |                    |
| Principal Engineer    | \$186              |
| Managing Engineer     | \$167              |
| Senior Engineer       | \$136              |
| Engineer              | \$107              |
| Technical             |                    |
| CAD Technician        | \$103              |
| Administrative        |                    |
| Clerk/Word Processor  | \$76               |

Note:

1. Mileage will be billed at the current IRS rate.
2. Other allowable direct costs will be billed at cost.

YEI ENGINEERS, INC.

| <u>Classification</u>  | <u>Hourly Rate</u> |
|------------------------|--------------------|
| Principal              | \$164              |
| Project/Lead Engineer  | \$155              |
| Senior Engineer        | \$139              |
| Engineer               | \$124              |
| Designer/Technician    | \$108              |
| AutoCAD/Draftsperson   | \$83               |
| Administrative Support | \$55               |

Automobile and airline travel time are reimbursable at the hourly rates set forth in Section 3.4 of this SECOND REVISED EXHIBIT D, up to a maximum of 8 hours per day.

Reimbursable Expenses:

Laser Bond Plot (up to 22" x 34") \$ 1.50 ea

Laser Bond Plot (up to 30" x 42") \$ 3.00 ea

Laser AutoCAD Vellum Plots (up to 22" x 34") \$ 4.00 ea

Laser AutoCAD Vellum Plots (up to 30" x 34") \$ 6.00 ea

Company/Employee Automobile – current IRS rate.

Computer (AutoCAD & Engineering Stations) \$20.00/hr

Outside Services and Equipment: Cost based on actual cost plus 5% administrative charge

Travel expenses for airline tickets, car rentals, taxi, hotel, and food shall be reimbursed at actual cost.

EISENBERG, OLIVERI & ASSOCIATES

| <u>Classification</u>           | <u>Hourly Rate</u> |
|---------------------------------|--------------------|
| Principal                       | \$199              |
| Manager of Operations           | \$190              |
| Managing Engineer/Scientist III | \$190              |
| Managing Engineer/Scientist II  | \$181              |
| Managing Engineer/Scientist I   | \$171              |
| Senior                          | \$145              |
| Engineer/Scientist/Planner II   |                    |
| Senior                          | \$130              |
| Engineer/Scientist/Planner I    |                    |
| Associate Engineer/Scientist II | \$121              |
| Associate Engineer/Scientist I  | \$99               |
| Technician                      | \$80               |
| Clerical/Computer Data Entry    | \$58               |

Charges for professional services are in increments of one quarter-hour.

Outside Direct Expenses

Reimbursement for expenses directly related to services provided will be charged at cost plus 5%. Examples of such direct expenses include:

Cost of approved subconsultants or subcontractors

Costs of special fees (insurance, permits, etc.)

Cost of long-distance telephone, copying, drafting, blueprints, etc. (EOA copies charged at \$0.10 each)

Cost or rental of special equipment

Cost of authorized travel outside Bay Area. Travel expenses for airline tickets, car rentals, taxi, hotel, and food shall be reimbursed at actual cost.

Automobile mileage directly related to services (at allowable IRS rate)

BASIN RESEARCH ASSOCIATES

| <u>Classification</u>    | <u>Hourly Rate</u> |
|--------------------------|--------------------|
| Principal Investigator   | \$96               |
| Research Scientist       | \$87               |
| Archaeologist – Day Rate | \$72               |
| Archaeologist – Day Rate | \$79               |
| Archaeologist – Day Rate | \$109              |
| Archaeologist – Day Rate | \$119              |
| GIS/Graphics             | \$74               |
| Administrative           | \$55               |

ENVIRONMENTAL FORESIGHT, INC.

| <u>Classification</u>         | <u>Hourly Rate</u> |
|-------------------------------|--------------------|
| Senior Principal              | \$159              |
| Principal                     | \$139              |
| Associate Landscape Architect | \$120              |
| Project Manager               | \$111              |
| Landscape Designer/Production | \$96               |
| Production Staff              | \$82               |
| Clerical                      | \$72               |

GEOMATRIX CONSULTANTS, INC.

| <u>CLASSIFICATION</u>       | <u>Hourly Rate</u> |
|-----------------------------|--------------------|
| Principal                   | \$202-337          |
| Senior Consultant           | \$202-337          |
| Senior Decision Analyst     | \$202-289          |
| Senior II                   | \$183-202          |
| Senior I                    | \$173              |
| GIS Programmer/Web Designer | \$135              |
| Project II                  | \$131              |
| Project I                   | \$121              |
| Field Engineer              | \$111              |
| Staff II                    | \$111              |
| Staff I                     | \$101              |
| Senior Technician           | \$87               |
| Field Technician            | \$82               |
| CAD/Graphic Designer        | \$90               |
| Project Assistant           | \$70               |
| Technical Editor            | \$85               |
| Support Staff               | \$63               |

TOWILL, INC.

| <u>CLASSIFICATION</u>             | <u>Hourly Rate</u> |
|-----------------------------------|--------------------|
| Principal Land Surveyor           | \$173              |
| Survey Project Manager            | \$150              |
| Project Surveyor                  | \$135              |
| Associate Surveyor                | \$120              |
| Survey Tech (Office)              | \$94               |
| Survey Party Chief                | \$111              |
| Survey Instrument Person          | \$101              |
| Survey Rod Person/Chain<br>Person | \$96               |
| Apprentice                        | \$79               |
| Principal Photogrammetrist        | \$173              |
| Photogrammetry Project<br>Manager | \$139              |
| Senior Photogrammetrist           | \$104              |
| Digital Map Compiler              | \$83               |
| Digital Map Editor/Technician     | \$78               |
| GIS Analyst                       | \$87               |
| GIS Technician                    | \$69               |
| Clerical Services                 | \$58               |

MICHAEL WILLIS ARCHITECTS

| <u>CLASSIFICATION</u>      | <u>Hourly Rate</u> |
|----------------------------|--------------------|
| Principal                  | \$145-159          |
| Director                   | \$135-145          |
| Senior Architectural Staff | \$87-125           |
| Project Manager            | \$87-125           |
| Technical Level 1          | \$77               |
| Technical Level 2          | \$68               |
| Technical Level 3          | \$58               |
| Clerical                   | \$43-77            |

V&A CONSULTING ENGINEERS, INC

| <u>CLASSIFICATION</u>   | <u>Hourly Rate</u> |
|-------------------------|--------------------|
| Principal-in-Charge     | \$216              |
| Senior Project Manager  | \$173              |
| Project Manager         | \$159              |
| Senior Project Engineer | \$159              |
| Project Engineer        | \$145              |
| Associate Engineer      | \$125              |
| Assistant Engineer      | \$111              |
| AutoCAD Draftsman       | \$111              |
| Engineering Assistant   | \$91               |
| Technician              | \$77               |
| Administrator/Clerical  | \$68               |
| Expert Witness Forensic | \$312              |
| Court Appearance/Depo   | \$409              |